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SAN FRANCISCO
PUBLIC LIBRARY

SF CIVIL SERVICE

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

LIBRARIANS GUILD, CSA #400

AND

SAN FRANCISCO PUBLIC LIBRARY

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1. PARTIES TO AGREEMENT

This Memorandum of Understanding is made and entered into between the San Francisco Public Library (hereinafter referred to as "Library") and the Librarians' Guild of the Civil Service Association, Local 400 SEIU, AFL-CIO (hereinafter referred to as the "Guild").

2. RECOGNITION

The Library acknowledges that the Guild has been certified by the Municipal Employee Relations Panel as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance. The MOU shall apply to librarians working in the classifications 3630, 3632, 3634, and any other classifications added to the bargaining unit by the City(Employee Relations Divisions or the Civil Service Commission), and also any classifications already in the bargaining unit which may be employed by the Library during the term of this agreement.

3. SCOPE OF AGREEMENT

It is the intent and understanding of both the Library and the Guild that the scope of this MOU is confined to only those matters which are solely within the discretion of the Library. The Library does not intend nor attempt to bind any Board, Commission or Officer over which the Library has no jurisdiction to any provisions of this agreement. Provisions of the MOU which are in conflict with personnel policies and other directives and rules over which the Library does have jurisdiction to act shall prevail.

The Library and the Guild agree that each party enjoyed unlimited opportunity to submit proposals pursuant to applicable statutes and regulations and each agrees that the other shall not be required to meet and confer further during the effective dates of this MOU, except as specifically provided for elsewhere in this agreement.

4. DISCRIMINATION PROHIBITED

The Library and the Guild agree that no person employed or applying for employment shall in any way be discriminated against because of race; religion, sex, national origin, ethnicity, age, physical handicap, political affiliation, or sexual orientation, in accordance with rule 1.03 of the Civil Service Commission; nor shall any person be denied equal access to work assignments for any of the above discriminatory reasons provided he/she has the ability to do the job.

5. LIBRARY'S RESPONSIBILITY

The Guild recognizes that the Library has authority for the administration of the Library, including the establishment of work rules and regulations not inconsistent with the terms of this agreement.

In the exercise of this authority, the Library may adopt such rules and regulations as it deems necessary and, as they apply to employees represented by the Guild, these rules and regulations shall be limited only by the specific terms of this agreement.

6. INITIATION OF MEET AND CONFER

The Guild agrees to submit to the Library, no later than three (3) months before the expiration of this Memorandum of Understanding, its request for changes in the provisions of the Memorandum of Understanding.

7. SHOP STEWARDS AND GUILD REPRESENTATIVES

A. The Guild shall furnish the Library with a list of shop stewards in various work locations and on various work shifts and may make such amendments to this list as may be necessary.

The Guild and the Library agree that it is the responsibility of shop stewards to attempt to resolve grievances at the lowest possible level.

No employee or steward shall leave his work site to attend grievance procedures or to participate in other union business without the specific approval of his supervisor. At least 24 hours advance notice of such absence shall be furnished the supervisor except in the case of an extreme emergency, in which event, if in the judgment of the supervisor approval cannot be granted immediately to the shop steward to present a grievance during on-duty time, such approval shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission

B. Employee organization business representatives of the Guild shall have the right to access at reasonable times to employee work areas for the processing of grievances after prior notification of the appropriate Chief or Coordinator. The processing of a grievance may take place during the employee's working time, but shall not disrupt library services to the public. Employee organization business representatives of the Guild shall also be provided access at reasonable times to employee work areas to conduct union business, after receiving prior permission from one appropriate Chief or Coordinator.

C. Upon timely application by the Guild, one steward shall be permitted up to one hour of on-duty time per month to orient new employees on matters concerning employee rights under the provisions of applicable MOU's, and on other matters relating to their working conditions.

In the absence of the appropriate Chief or Coordinator, the work site supervisor shall be deemed to be acting in that capacity.

8. ORAL BOARDS

The Library agrees to recommend to the Civil Service Commission that:

a) The oral boards for Librarian I shall include Librarians II and III from the staff of the San Francisco Public Library and;

b) Promotional oral boards shall consist of professional librarians whose work includes recent supervision of the promotional level, and promotional oral boards shall include no San Francisco Public Library staff or their relations.

9. NOTIFICATION OF NEW LIBRARIANS I, LIBRARIANS II, AND LIBRARIANS III

The Library shall supply the Guild with a list of new employees by sending one copy of the Personnel Department Notes to the President of the Guild. These notes will contain the names, classifications, and worksites, and whether CETA or city-funded, of each new Librarian I, Librarian II and Librarian III. The Library shall supply the Guild with a list of resignations, retirements, transfers and promotions on a weekly basis in the Personnel Department Notes. The reason there is no cost to the Guild for this notification is that the Personnel Department Notes is published routinely by the Library.

10. DEPARTMENTAL PERSONNEL FILES

There shall be only one personnel file kept on an employee. That file is to be kept in the Personnel Department. Employees shall have the right to review their personnel file at any time in the Personnel Office. A representative, chosen by the employee, may, at the employee's request, accompany the employee in this review, or the employee may give written permission to another person to review the file.

No new material shall be added to an employee's personnel file without prior notice to the employee and a copy given to him/her except for the following documents:

Attendance Records
Letters from and signed by the employee such as assignment requests, certification papers appointment papers.
History Cards
School Records, College Diploma, Transcripts, Registration Forms, Certificates of Completion
Payroll Deductions signed by employee and Correction Notices
Retirement Contribution Notice (form)
Letters of Introduction to Department Head (copy is given employee at time of hiring)
Change of name and address forms signed by employee.
Request forms for: Leave, Transfer, Vacation, etc... signed by employee
Verification of previous employment
Notice of action by Civil Service Commission. These forms indicate employee has been notified
Reports of Industrial Injury

All material in the file must be signed and dated by the author or person placing it in the file. The employee shall have the opportunity to sign, date, and attach a response to all material in the official personnel file related to the employee's performance.

An employee's signature on any piece of material shall indicate that he/she has read the material and has received a copy of it. The employee may, after one year or more, request the City Librarian to review and remove any derogatory material from his/her file.

11. DEPARTMENTAL PERSONNEL RULES

The Guild shall be given 10 days written prior notice of the intent to amend personnel rules, and shall notify the Library in writing within 30 calendar days of receipt of such notification, whether it desires to meet and confer. The Library and the Guild agree to meet and confer in good faith. All Library rules shall be distributed to each employee and made readily accessible by the Library in every department and branch.

12. EVALUATION

Any change in departmental evaluation procedures and forms in the Library shall be subject to the meet and confer process. Such changes shall be conspicuously posted and distributed to each employee.

13. RECLASSIFICATION

The Library and the Guild agree to meet and discuss proposals by either party for reclassification, establishment of new classes, or abolishing obsolete classes covered by this agreement. Library agrees to recommend to the Civil Service Commission the establishment of the class Librarian IV.

14. TRANSFER PROCEDURE

All librarian job vacancies to be filled shall be announced in the Library's Personnel Notes. Any Librarian meeting Civil Service requirements may apply for any given position and the procedures set forth herein will be followed in announcing positions, in selecting applicants, in involving immediate supervisors, and in maintaining personnel files. A staffing table depicting the current distribution of positions in the Library shall be displayed in the Personnel Office.

A. Voluntary Transfer Procedures

1. The Personnel Office shall maintain a file of names of librarians actively interested in transferring to any position in which they are interested. This transfer file shall be used in conjunction with the bid system and as an aid in contacting librarians on leave or vacation when a position they have requested becomes vacant. The file shall be cross-indexed by position and by librarians' names. It shall be the responsibility of the individual librarian to notify the Personnel Department of any changes to be made in this file.

2. Announcements of all positions be be filled shall be made in the Personnel Notes within two weeks of the action creating the vacancies. Announcements shall include the following: Civil Service classifications required, work site, age level to be served, and special qualifications deemed necessary or desirable. Application shall be made in writing to the Personnel Office by the closing date of the announcement. Librarians in the transfer file need not reapply for an announced position unless they wish to add information to their original request.

3. The Library shall make a selection within four weeks of the closing date for applications. Before selection is made the Departmental Personnel Officer shall conduct a joint consultation with the supervisor of the vacant position and the appropriate Chief and/or Coordinator. Whenever possible, the selected librarian shall receive at least one week's notice of the date for reporting to the new assignment. After the appointee is notified, unsuccessful applicants shall be notified by telephone within 24 hours, and shall be notified in writing within 48 hours, and shall be informed that, if they wish to be apprised of the reasons why they were not selected for the position, they should contact a member of the Placement Committee.

B. Involuntary Transfer Procedures

In the event that the Library perceives the need to transfer a librarian who has not requested a transfer, or if no one applies for an advertised position, the Placement Committee shall make an appointment, with the supervisor of the vacant position consulted in the selection process. In making such an appointment, the Placement Committee will consult the librarian about the transfer at least one week prior to the transfer and explain the reasons for the new assignments. The transferee has the right to enter into his/her personnel file a statement that he/she considers this an involuntary transfer. Such statements shall be taken into consideration to minimize further involuntary transfers of the individual. Copies of these statements will also be maintained in the personnel transfer file.

C. Appeals

An unsuccessful applicant or a person transferred involuntarily has the right of appeal to the City Librarian. Written notice requesting a hearing of the appeal must be filed in the City Librarian's office within five working days of the notification of the Placement Committee Action. A hearing will be scheduled within 5 working days of receipt of the appeal. At the hearing the employee may be represented or accompanied by a person of his or her choice. The successful applicant shall be notified of the appeal and shall also have the right to appear before the City Librarian to argue his/her case. Library employees not otherwise involved in the appeal, but having special knowledge of the circumstances, may testify as to those circumstances. If the City Librarian is unable to reach a decision, seniority shall be used to break the tie. For this purpose seniority shall be defined as follows: Seniority is determined by the beginning date of employment as a professional librarian with the Library, whether temporary or permanent. The City Librarian will issue a written finding on the appeal within five working days of the hearing. A finding by the City Librarian may sustain, reverse or modify the original action of the Placement Committee. Any action by the Placement Committee which is under appeal shall take effect only after the written finding is issued.

15. CONDUCT AND DISCIPLINE

The Library may establish reasonable rules and regulations concerning the conduct and discipline of the classes covered by this agreement. The Guild shall be given prior notice of the intent to establish such rules and regulations and shall be afforded an opportunity to meet and confer on the formulation and any future modification of these rules and regulations. The rules and regulations, once mutually agreed upon, shall be distributed

to each employee and made readily accessible by the Library at every department and branch.

16. EMERGENCY PROCEDURES

Within 90 calendar days of the ratification of this agreement, the Library shall submit to the Guild a compilation of all emergency procedures formulated and currently in effect and all additional procedures still under consideration but not yet effected.

The Guild shall notify the Library within 30 calendar days of submission whether it desires to meet and confer on the effects of said emergency procedures on employees. The Library and Guild agree to meet and confer in good faith. The procedures shall be distributed and made readily accessible by the Library in every department and branch.

17. REBUTTAL TO REPRIMAND

Upon receiving a written reprimand and within 30 days of its being placed in the employee's personnel file, an employee may submit a rebuttal to the reprimand and together they shall be included in both the employee's and the supervisor's file.

18. PROFESSIONAL DEVELOPMENT

1. The Library agrees to appoint a five-person Development Planning Committee, under the direction of a committee chair designated by the City Librarian, which will meet monthly to plan, help implement and publicize a regular staff development training program for fulltime librarians. One member of the Committee shall be a representative of the Guild. The Guild shall submit a list of 5 names from which the City Librarian shall select a second Guild representative.

The Staff Development Planning Committee shall plan and help implemen an orientation program for new fulltime librarians which may include, among other things, work experience in Main subject departments, a branch, technical services, BARC, and the Business Library to be completed within the first six months of service.

The Staff Development Planning Committee shall establish, in cooperation with the San Francisco Civil Service College, an ongoing supervisory training course, which shall be made available on library time for staff members promoted to supervisory positions.

2. The Library agrees to charge the Educational Opportunities Committee with the development of a policy for staff attendance at seminars, workshops and conferences, and for reimbursement of costs or partial costs for attendance. The Library also agrees to publicize this policy and to encourage staff participation in such programs. One member of the Committee shall be a representative of the Guild.

The Library agrees to publish annually a report on the actual disbursement of funds for attendance at seminars, workshops and conferences.

19. JOB SHARING

When appropriate, the library may implement job sharing.

20. SUBSTITUTES

Library agrees to recommend to Civil Service that a list of librarians meeting Civil Service Commission requirements be established and maintained for the purpose of replacing staff during vacation, sick leave, or other authorized absence.

21. WORK SCHEDULES LESS THAN 40 HOURS A WEEK

In conformity with the provisions of the MOU between the City and the SEIU Locals 66A, 250, 400, and 535, the Library may approve requests from librarians to work fewer than 40 hours a week. Librarians volunteering to reduce their work week will continue on such reduced schedule through the end of the fiscal year.

Librarians will notify the Library in May of each year, on forms provided by the Library, of their intentions to begin their reduced work week schedules, to continue or modify existing reduced work week schedules, or they would be returned to regular 40 hour work weeks.

For full-time employees who voluntarily reduce their work schedules, all holidays will be prorated accordingly. If the employee always works a 7-hour day, 6-hour day, etc., she/he will get 7 hours, 6 hours, etc., pay for a holiday.

An employee whose pay period is a combination of full (8-hour) days and less than 8-hour days will be paid as indicated below. The employee will forfeit one holiday per year for every 4 hours per week reduction in hours. All holidays will be paid at 8-hours. Based on 13 holidays per year, 11 specified and 2 floating, the proration is:

HOURS WORKED PER WEEK	%	CALCULATED HOLIDAYS	FULL (8 HR.) HOLIDAYS	PLUS	MINUS
40	100	13.0000	13		
37-1/2	93.75	12.1875	12	1 HR 24 MIN	
36	90	11.7000	12		2 HR 24 MIN
32	80	10.4000	11		4 HRS 48 MIN
30	75	9.7500	10		2 HRS
28	70	9.1000	9	48 MIN	
26	65	8.4500	9		4 HRS 24 MIN
24	60	7.800	8		1 HR 36 MIN
20	50	6.500	7		4 HRS

With the approval of the appointing officer, any new librarian or librarians accepting promotions or changes of assignment may change the number of hours they work per week at the time of the change in status

Hours accumulated through work week reduction accrue to the best advantage of the service: to accomplish mandatory salary savings or to hire additional librarians in order to maintain the staff services available to the library.

22. LEAVES OF ABSENCE

Consistent with the requirements of the operation of the Library, personal leaves of absence may be granted in conformity with the provisions of Civil Service Rule 22.provided that, when needed, substitute librarians can be obtained.

23. LIBRARY COMMISSION MEETINGS

The Guild has the right to request a place on the agenda of the Library Commission meeting whenever the Guild wishes to appear before the Commission.

The Library will meet with at least two (2) members of the Guild Executive Board prior to the regular Tuesday meeting of the Library Commission for a briefing on agenda items of a mutual concern/

The Library also recognizes the Guild's right to ask for a special order of business to take up an agenda item out of sequence at any regular Library Commission meeting.

24. MINIMUM STAFFING

The Library has established minimum staffing of two staff members of each branch on each floor. A librarian should be on duty during all public service hours. In the event that the minimum staff is not available at the branches, the affected agency will not be open to the public and staff present will continue to work at their regular work station or will be reassigned.

The Main Library will be open to the public provided there is a minimum of 36 staff members on duty. If the number falls below 36 there will be a proportionate reduction in the number of departments open to the public. Staff present will continue to work at their regular work station or will be reassigned.

The staff schedule for each Main Library department is available in each department. Copies of these schedules for Saturday will be available in the General Reference Department by noon on Friday. This list will include the name of the Acting Chief of Main. No staff member below Librarian III will be scheduled as Acting Chief of Main. Persons in charge of each public service department will be responsible for reporting any absentees to the designated Chief of Main.

In the branches, when minimum staffing is not available, the staff member who reports to work will notify the cluster head. If the cluster head does not have sufficient staff available to meet the minimum staffing, the cluster head will notify the designated Chief of Branches who will determine if other staff can be reassigned.

25. PARTICIPATION ON LIBRARY COMMITTEES

The Library agrees that volunteers will be used on library committees to the maximum possible extent, and committee members will not be required to serve on the same committee for more than one year. However, certain job assignments are understood to include continued membership on specific committees. Committees being formed by Chiefs, Coordinators or line supervisors shall be advertised so that staff members may volunteer for service on those committees.

26. PREPARATION TIME

The Library agrees to allow reasonable paid preparation time before programs in which the librarian is participating substantially; the actual amount of time shall be agreed upon by the librarian preparing the program and the supervisor.

The Library agrees that reading or writing which is assigned or required shall be done on paid time.

27. TIME OFF FOR VOTING

An employee in the bargaining unit seeking time off to vote, pursuant to State Election Code 14350, shall inform his or her supervisor of the need for the requested time off and the length of time required. The supervisor shall inform the Chief Librarian of all such requests. If the Chief Librarian determines that coordination of such requests is necessary, the Guild and the Library shall adopt a mutually agreeable leave schedule.

It is the intent of this provision that these requests shall be granted and that only reasonable time for voting shall be taken.

28. DELIVERY OF PAYCHECKS

The Secretary to the Library Commission shall be responsible for the delivery of paychecks to the work sites. As soon as they are available from the controller, all pay checks will be processed for distribution and delivered to the work sites. Permanent checks shall be delivered not later than the first day of the following pay period, provided that the checks are received at the library by 9:00 a.m. of

that day. Temporary checks shall be delivered not later than the last day of the following pay period, provided that the checks are received at the library by 3:00 p.m. of the preceding day.

29. CIVIL SERVICE RULES/SALARY STANDARDIZATION ORDINANCE

The Library agrees to request from the Civil Service Commission or the Board of Supervisors sufficient current copies of the Civil Service Rules and the Salary Standardization Ordinance to place at the following work sites: Personnel Office, Science and Documents Department, History and Social Science Department, Business Library, General Reference Department, and at each branch.

30. BULLETIN BOARDS AND OFFICIAL ANNOUNCEMENTS

Reasonable space may be allowed where there are existing bulletin boards, binders, clip boards, or folders usually used for bringing notices to staff's attention for use by the Guild. Materials shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows, or any other place. Posted material shall not be of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed as soon as possible when no longer timely. The City Librarian may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards, or is not in compliance with this section.

The Library's weekly newsletter shall be available for announcements of Guild meetings. Other Guild materials shall be submitted to the City Librarian for review. Unacceptable items will be returned to the Guild.

Distribution of Guild and/or CSA Local 400 literature and materials thriough intra-office (within the Library system) mail shall be permitted. Such literature and materials shall not be of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All such material and literature shall be dated and shall bear the identity of the sponsor. The Library may withdraw the authority to distribute such literature and materials through intra-office mail if not in compliance with this section.

31. STAFF LOUNGES

The Library agrees that adequate staff lounges for the Main Library and the branches are desirable, and shall actively seek additional space and funds so that such lounges can be provided.

32. HEALTH AND SAFETY

The Library shall conform to California Occupational Health and Safety Administration standards of health and safety in accordance with City policy.

33. COST ITEMS CONSIDERATION

Guild proposals which are considered cost items shall not be negotiated during the regular period designated for negotiation of items for the MOU. They shall be presented to the Library by November 15

and shall be discussed in the context of the Library's preliminary budget at a meeting between the Library and the Guild prior to submission of the Library's budget proposal to the budget committee of the Library Commission.

34. MANDATORY PROVISIONS

Administrative Code Section 16.215 (Employer-Employee Relations Ordinance) is made a part hereof and is incorporated by reference herein.

35. GRIEVANCE PROCEDURE

A. Non-compliance

If either party in this MOU should claim that the other party is in non-compliance with any term of the agreement, a notice of non-compliance stating the relevant section of the MOU and the exact nature of the alleged non-compliance shall be directed either to the President of the Librarians' Guild or to the City Librarian. Within 10 business days of receipt of the notice, the party in alleged non-compliance shall respond in writing stating either disagreement with the interpretation of the MOU or reasons for non-compliance.

If the response is not satisfactory to the complaining party, it may make use of the grievance procedure set forth in Civil Service Rule 34.

B. Definitions

For all branch personnel, the immediate supervisor shall be the branch head, and the intermediate supervisor shall be the Chief of Branches. For all branch heads and administrative assistants, the immediate supervisor shall be the Chief of Branches, and the next level of supervision shall be the City Librarian/Appointing Officer.

For all Main Library personnel, the immediate supervisor shall be the Department Head, and the intermediate supervisor shall be the Chief of Main. For all Department Heads and administrative assistants, the immediate supervisor shall be the Chief of Main, and the next level of supervision shall be the City Librarian/Appointing Officer.

For all Technical Service personnel, the immediate supervisor shall be the Department Head. and the next level of supervision shall be the City Librarian/Appointing Officer. For the department heads, the immediate supervisor shall be the City Librarian/Appointing Officer.

For all floaters, the immediate and intermediate supervisors shall be as above according to the employee's assignment at the time of the grievance.

For all administrative assistants to staff officers or project heads, the immediate supervisor shall be the appropriate staff officer or project head and the next level of supervision shall be the City Librarian/Appointing Officer.

36. REPRODUCTION AND DISTRIBUTION OF THE MEMORANDUM

No later than thirty (30) days after the adoption of this Memorandum, the Library shall publish and distribute the text of the Memorandum to each location where there are employees covered by it. There is no additional cost to the Library or the Guild for this printing and distribution as it will be handled as a routine Library publication.

37. VOLUNTEERS

In the event that the Library perceives the need to use volunteer workers in any of its agencies, the Librarians' Guild shall be afforded the opportunity to meet and consult on procedures for establishing and maintaining a volunteer work force.

38. ALTERNATIVE AGENCIES

In the event that the Library perceives the need to establish reading centers, paired branches, or other modifications of existing agencies, the Librarians' Guild shall be afforded an opportunity to meet and confer on working conditions for employees assigned to those alternative agencies.

39. EXCHANGE PROGRAM

The Library agrees that the establishment of an exchange program for librarians would be in the best interest of both parties to this MOU. The Library and the Guild agree to request jointly within 2 months from the effective date of this MOU that the Civil Service Commission take all actions necessary to allow the library and the Guild to implement such a program.

40. SECURITY

Provided necessary funds can be obtained, the Library agrees to meet and consult with the Guild on any recommendations which may be made by a special consultant who shall be retained to analyze security problems in the Main Library.

Recommendations will include surveillance at the entrance and exit of the Main Library and patrolling of other areas of the building. Where cost items are involved in implementing the recommendations, the Library will seek the necessary funds.

41. FLEXIBLE SCHEDULING

In conformity with the Salary Standardization Ordinance, the Library may approve requests from librarians to work 40 hours per week over four, five, or six days. The Library's objective of public service must be maintained, and therefore approval of such requests are subject to maintaining the good of the service.

42. SAVINGS CLAUSE

Should any part hereof of any provisions herein be declared invalid by reason of conflicting with a Charter provision or existing ordinance, rules or policies which supercede the Library's authority or be declared

invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Understanding shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Memorandum of Understanding.

43. DURATION OF AGREEMENT

The provisions of this Memorandum of Understanding shall be in effect from December 19, 1980 through June 30, 1981 with the understanding it will be extended one year to June 30, 1982 after formal ratification of the city-wide MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 16th day of January 1981.

FOR THE GUILD:

Vince Courtney

Joan Dillon

Katharine Gilmartin

Joan Goldman

Sally Houston

Joan Jackson

Florence Mitchell

Anne Roughton

Dan Tatko

FOR THE LIBRARY:

John C. Frantz

David Murphy

William Ramirez

Karen Scannell

Reviewed by:

Milton H. Mares, Chief Labor Negotiator
Employee Relations Division

Approved as to form:

by
George P. Agnost
City Attorney